

Privacy Policy

XO Global LLC, a Delaware limited liability company (the “Company” or “XO”) is committed to protecting our visitors’ and members’ privacy. This Privacy Policy (“Policy”) describes the types of information XO may collect and how we may use that information to better serve visitors and members while using our mobile application (the “Application”), our Website (the “Website”) and the services offered by XO (collectively, “Services”).

1. Application of This Policy.

1.1 This Policy applies to information we collect through the Services, in email, text and other electronic messages between you and XO, and when you interact with our advertising and applications on third-party websites, applications and services.

1.2 This Policy does not apply to information collected by us offline or through any other means or by any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Services.

1.3 Please read this Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is to not use the Services. By accessing or using the Services, you agree to this Policy.

1.4 This Policy may change from time to time (see “Changes to this Privacy Policy”). Your continued use of the Services after we make changes to this Policy is deemed to be acceptance of those changes, so please check this Policy periodically for updates.

1.5 You should not provide us your information if you do not want your information collected, used or disclosed as described in this Policy.

1.6 If you have questions about this Policy, please contact us at info@flyxo.com.

2. Children Under the Age of 13

2.1 The Application and the Website are not intended for children under 13 years of age. However, due to the nature of our Services, XO may collect and maintain travel information about children under the age of 13 when necessary to comply with aviation or security

regulations, for safety or security reasons or as otherwise necessary for XO to arrange transportation or other services requested by members and their guests.

2.2 We do not knowingly use information we collect about children known to be under the age of 13 for any marketing or promotional purposes. We use the information collected about children known to be under age 13 only to provide Services. We will disclose personal information about children if required by law, for example to comply with a court order or subpoena, or to protect the safety and security of members.

2.3 If you are under age 13, do not use or provide any information through the Application or the Website or through any of their features, do not make any purchases through the Application or the Website, do not use any interactive features of the Application or the Website and do not provide any information about yourself to us, including, but not limited to, your name, address, telephone number, email address or any screen name or user name you may use. If we learn that we have collected or received personal information from a child under age 13 without verification of parental or guardian consent, we will delete that information. If a child under age 13 has provided us with personal information without parental or guardian consent, the parent or guardian may contact us at info@flyxo.com.

3. Information We Collect About You

3.1 Information by which you and your guests may be personally identified, such as name, address, email address, telephone number, credit card and other payment information (such as bank account information), date of birth, government-issued identification number (e.g., social security number, national identification number, driver's license number, passport number, etc.) and personal characteristics (collectively "personal information").

3.2 Information that is about you but individually does not identify you, such as geolocation, medical or health information (such as information required to accommodate a disability or food allergies) and information obtained from public records searches (e.g., civil and criminal court records, credit history, etc.).

3.3 Information that you provide to us in email, text and other electronic messages.

3.4 Information about your internet connection, the equipment you use to access the Application and the Website and usage details.

3.5 Information that you provide by filling in forms on the Application or the Website, including information provided at the time of registering to use the Application, applying for a membership or requesting or purchasing Services. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with the Application or the Website. Presently, upon registration, we collect from each user his or her full name, email address and phone number. In addition, for customers who use Services, we collect credit card number and other payment information, address, passenger name(s),

date(s) of birth of passengers and copies of government-issued identification (e.g., driver's license, passport, etc.). Upon registration with XO, we develop a user profile to further customize the user's experience.

3.6 If you apply for a job posting on the Website we will collect personal information such as your name, email address, phone number, address and additional information such as resume, education, employment history, skills, licenses and certifications. We use the information that you provide on the Careers section of the Website to evaluate your qualifications and determine whether we are interested in scheduling an interview.

3.7 Records and copies of your correspondence, if you contact us in any manner (including by mail/courier, email, text or other electronic messages) and your responses to surveys that we might ask you to complete for research purposes.

3.8 Details of Services you request and/or your search queries on the Application.

4. How We Collect Information About You.

We collect information directly from you when you provide it to us, automatically as you navigate through the Application or the Website (information collected automatically may include geolocation, usage details, IP addresses and information collected through cookies and other tracking technologies) and from third parties (for example, public records search services and other business partners). We will retain your information indefinitely from the time that the information is provided by you or collected by us.

5. User Contributions.

You may provide information to be published or displayed (hereinafter, "posted") on public areas of the Application or the Website, or transmitted to other users of the Application or the Website or third parties (collectively, "User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. We cannot control the actions of other users of the Application or the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

6. Automatic Data Collection.

6.1 As you navigate through and interact with the Application or the Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including:

6.1.1 Details of your visits to the Application or the Website, including traffic data, logs and other communication data and the resources that you access and use on the Application or the Website.

6.1.2 Information about your geographic location (geolocation). We collect geolocation data to calculate your charter fare, to notify you of Services available near your location and to further customize your experience with XO Services and other services that may be offered to members by XO partners from time to time.

6.1.3 Information about your mobile device, computer and internet connection, including your IP address, operating system, browser type and device type. We use this information to provide you with the most up to date application and features

6.1.4 We also may use these technologies to collect information about your activities over time and across third-party websites or other online services (behavioral tracking).

6.2 The information we collect automatically is statistical data and may include personal information or we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve the Application and the Website and to deliver better and more personalized Services, including by enabling us to estimate our audience size and usage patterns, store information about your preferences, allowing us to customize the Application, the Website and Services according to your individual interests, speed up your searches, and recognize you when you return to the Application or the Website.

7. Technologies We Use For Automatic Data Collection.

7.1 Device IDs. A device ID (device identification) is a unique device identification associated with a mobile device. It may be possible to limit device ID tracking by adjusting the settings on your mobile device. However, if limit device ID tracking you may be unable to access the Application or certain features in the Application.

7.2 Geolocation Tracking. Mobile devices contain a GPS (global positioning system) chip that uses satellite data to calculate your geolocation. It may be possible to disable geolocation tracking by turning off the location feature in the settings on your mobile device. However, if you disable location tracking you may be unable to access the Application or certain features in the Application.

7.3 Cookies. A cookie is a small file placed on your computer or mobile device. It may be possible to refuse to accept cookies by adjusting the settings on your browser or mobile device. However, if you select this setting you may be unable to access the Application or the Website or certain features in the Application or the Website.

7.4 Web Beacons. Pages of the Website, the Application and electronic communications may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened a message and for other related statistics (for example, recording the popularity of certain content and verifying system and server integrity). Some web beacons may be disabled by adjusting the settings in your browser or email settings or by installing browser add-ons. However, if you disable web beacons, you may be unable to access the Application or the Website or certain features in the Application or the Website.

7.5 Server Logs. A server log is a log file (or several files) that are automatically created and maintained by a server that track activities performed. Server logs cannot be disabled by users.

8. Third Party Servicers.

Some content or applications, including advertisements, on the Application or the Website may be served by third parties, including advertisers, ad networks and servers, content providers and application providers. These third parties may use cookies, alone or in conjunction with web beacons or other tracking technologies, to collect information about you when you use the Application or the Website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your activities over time and across different websites, applications and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content. The use of third parties' tracking technologies is not covered by this Policy since we do not control these tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

9. How We Use Your Information

9.1 We use information that we collect about you or that you provide to us, including any personal information: (a) to present the Application and the Website and their contents to you; (b) to provide you with information, products and services, including information about contests or promotions and other forms of direct marketing, availability of XO Services and other services that may be offered to members by XO partners from time to time and to inform you about changes to Services; (c) to provide you with notices about your account, including for billing and other purposes; (d) to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection; (e) to notify you about changes to the Application, the Website and products or services; (f) to allow you to participate in interactive features on the Application or the Website; (g) to assist us with improving and enhancing Services and optimizing operations and allocation of resources; (h) to provide you with the most up to date application and features and to assist with

troubleshooting; (h) to help maintain the integrity of the data that is collected, stored and used by us; (i) for historical, statistical or research purposes; (j) to evaluate candidates who apply for job postings through the Website; (k) To fulfill any other purpose for which you provide it; (l) in any other way we may describe when you provide the information.

9.2 We may use your information to contact you about our own and third parties' goods and services that may be of interest to you. Our primary goal in collecting information is to provide you with an enhanced experience when using Services.

9.3 AUTHORIZATION TO RECEIVE AUTOMATED TELEMARKETING MESSAGES. We may use your information to deliver telemarketing messages using automated means. You hereby authorize XO to deliver (or cause to be delivered to you by a third party including but not limited to Drop Inc.) automated telemarketing messages, including but not limited to pre-recorded voice messages and text/SMS messages, via the phone number you provided during the registration process on the Website or via the Application. You are not required to provide consent to receive automated telemarketing messages as a condition of purchasing XO's Services. To revoke your consent to receive automated telemarketing messages as described in this section, please email info@flyxo.com.

10. Data Transfer.

If you are located outside the United States, your information may be transferred outside the country or territory where the information is collected into the United States and/or into other jurisdictions for storage and for customer support purposes or for other purposes described in this Policy.

11. Our Disclosure of Your Information.

11.1 The Company may share aggregated information that includes non-identifying information and log data with third parties for industry analysis, demographic profiling and to deliver targeted advertising about other products and services. We may disclose personal information that we collect or you provide as described in this Policy:

11.1.1 To our subsidiaries and affiliates and to providers of professional services (for example, outside legal counsel or accountants).

11.1.2 To contractors, service providers and other third parties we use to support our business. For example, we use third party companies and individuals to perform or facilitate Services (e.g., aircraft operators, food and beverage providers, services contracted on your behalf through our concierge team, etc.); to process payments; to collect, store and retrieve your personal information; to perform public records searches (e.g., civil and criminal court records, credit history, etc.); to host our job application process; and to perform services related to the Application and the Website (e.g., hosting services, maintenance services, database

management, analytics and improvement of features, etc.). To obtain information on the identity of third parties that process personal information that we collect or you provide us, please contact us at info@flyxo.com.

11.1.3 To our business partners or other trusted entities for the purpose of providing you with information on goods or services we believe may be of interest to you.

11.1.4 To fulfill the purpose for which you provide it. For example, if you choose to use our referral service to tell a friend about the Application or Services, we will ask you for your friend's name and email address and we will automatically send your friend a one-time email inviting him or her to download the Application.

11.1.5 To a buyer or other successor to our business in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information about visitors and members who use the Application, the Website or Services is among the assets transferred.

11.1.6 For any other purpose disclosed by us when you provide the information.

11.1.7 To comply with any court order, law or legal process, including to respond to any government or regulatory subpoena or other request.

11.1.8 To enforce or apply your Program Membership Agreement, Terms of Use, Charter Terms, Public Charter Operator-Participant Agreements or other agreements, including for billing and collection purposes.

11.1.9 If we believe disclosure is necessary or appropriate to protect the rights, property or safety of the Company, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.]

12. Correcting and Deleting Your Information.

You may send us an email at info@flyxo.com to request corrections to or deletion of personal information that you have provided to us. However, we cannot delete your personal information except by also deleting your user account (which may result in cancellation of your membership). We may not accommodate a request to change or delete information if we believe it would violate any law or legal requirement. We also may not accommodate a request to change information if we believe the change would cause the information to be incorrect. If you delete your User Contributions from the Application or the Website, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other users of the Application or the Website.

13. California Privacy Rights.

California Civil Code § 1798.83 permits users of the Application or the Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to info@flyxo.com.

14. Security and Confidentiality.

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to the Application or the Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Application and the Website like message boards. The information you share in public areas may be viewed by other users. Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to the Application or the Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures.

15. Changes to This Privacy Policy.

We may update this Policy to reflect changes to our information practices. Such changes will be effective upon posting on the Application and the Website. We encourage you to periodically review this page for the latest information on our information practices. If you have any questions about this Policy, please contact us by mail at XO Global LLC, 1901 W. Cypress Creek Road, Suite 600, Fort Lauderdale, FL 33309 or via email at support@xojet.com.

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